

#### AMENDED LICENSE PLAN OF OPERATION

Licensee: 1913 Northco, LLC d/b/a Paradise Park

Premises: 1913-1917 West North Avenue 1st Floor

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Chicago, IL 60622

License Types: Consumption on Premises-Incidental Activity; Retail Food;

Outdoor Patio (ground level); Outdoor Patio (above grade/rooftop); Public Place of Amusement License

Account Number: 423876

Site:

Pursuant to the City of Chicago Municipal Code Sections 4-60-040(h) and 4-156-311 (d) 3(A), the City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above named Licensee have agreed to the issuance of the above licenses under the following conditions:

- Licensee shall regularly monitor the exterior area around the premises during all of its business hours in order to address and abate noise, loitering and littering.
  - a. Licensee shall take steps to ensure that patrons exit the Premises in an orderly and respectful manner and avoid loitering by patrons by posting signs near the exits, entrances, in and around the Premises that read "Please Respect Our Neighbors, Leave Quietly and Do Not Loiter."
  - b. Licensee shall take steps to prevent the congregation of departing patrons in such numbers as to unreasonably impede traffic flow by turning on the lights of the establishment 15 minutes prior to closing, so as to give patrons sufficient time to depart.
  - c. Licensee shall take reasonable steps to prevent liquor from being removed from the Premises by patrons by having employees and security personnel located at the common exits. If necessary, Licensee shall contact cab companies to help patrons leave safely.
  - d. Licensee shall deny entry to any person who is visibly intoxicated and shall notify local police of all unlawful acts witnessed by, or reported to, its employees.



- Licensee shall take reasonable steps to prevent fighting, public intoxication, unruly behavior or any other illegal behavior.
- f. Licensee shall take steps to prevent the accumulation of litter by designating employees to monitor and remove litter during the times the Premises is open to the public and at closing time. Licensee shall be responsible for removing any litter that is located in front of, adjacent to or in the alley behind the Premises.
- Licensee agrees to close all windows that open onto North Avenue no later than 1:00 am each day of the week, however, Licensee expressly agrees that it will immediately close its windows upon the request or command of any law enforcement officer.
- 3. Licensee shall store and remove garbage from the Premises on a regular basis and in compliance with the Chicago Board of Health Rules and Regulations and the Municipal Code of Chicago ("Municipal Code"). Licensee shall have three (3) dumpsters placed uniformly in the alley behind the Premises to hold all garbage from the business and shall keep garbage containers in good repair. All care shall be taken by Licensee to limit noise and disturbance when garbage containers are being loaded and unloaded
  - a. All employees will move and place garbage carefully and quietly into the dumpsters or trash containers so as to minimize noise.
  - b. All garbage and rubbish will be removed and disposed of daily or at such other frequency as may be necessary to prevent a nuisance, or in compliance with Municipal Code. If warranted, Licensee shall increase the frequency of pick-ups to ensure no excess garbage accumulates in the area where garbage containers for the Premises are located.
- 4. Licensee shall place 24-hour video surveillance cameras will be placed at the exterior to monitor the public way on North Avenue that will record visible footage along the frontage of the Premises as follows. Licensee shall have a minimum of four (4) High-Definition cameras installed on the exterior of the Premises; two (2) HD cameras along the front of the Premises recording north and south to closely monitor the surrounding area fronting North Avenue, and two (2) HD cameras in the rear of the Premises monitoring the alley area. Licensee agrees to monitor these cameras throughout the night to identify any concerns. The Licensee shall retain all surveillance footage for a term of eight (8) days, subsequent to the date of recording and shall make the surveillance footage available, on demand, to the Police Department and/or BACP/LLCC.



- a. Surveillance cameras shall also be installed at each building entrance and exit shall and shall be lighted in such a manner to easily identify persons entering and exiting the building.
- b. In the event that Licensee views any illegal activity in and around the Premises, Licensee shall immediately contact the Police via a "Land Line" telephone and document all incidents reported to the police in a written log and shall retain all incident reports generated for no less than two (2) years.
- c. In the event of an incident involving fighting, disturbance of the peace, unruly behavior or criminal activity, occurring within or within sight of the Premises or any event in which the police are called or respond to the premises, Licensee shall retain all surveillance footage for up to three (3) weeks until both the Police Department and the BACP/LLCC have either viewed the footage or declined an opportunity to view the footage.
- d. Exterior camera and system will be kept in good order to ensure proper functioning. The system will be set to record 24 hours each day and all files of footage shall be kept for a minimum of 8 days and make such data available upon demand to any law enforcement or BACP/LLCC.
- 5. During all events held at the Premises, Licensee shall have an on-site employee (the "Event Monitor") who shall monitor noise levels emanating from the Premises and shall take immediate action to alleviate and abate excessive noise at any time while the Premises are in operation. An "event" is defined as a day or evening where an outside promoter is involved in an event at the Premises and an admission fee is charged.
- 6. Use of Promoters: Licensee shall not allow any Promoter to control the Premises for any event taking place at the Premises. Licensee must at all times:
  - a. Control the staff working at the Premises;
  - Control the decision to allow or deny any patron access to the Premises;
  - c. Approve all marketing of any event that is to take place at the Premises;
  - d. Ensure Promoters are aware of this requirement by including these requirements in all contracts with Promoters;



- e. Provide copies of Promoter agreements upon request by BACP/LLCC or any law enforcement official.
- 7. Licensee (and should business be sold, the future owners) shall not seek to amend agreed upon Plan of Operation without first obtaining the written support of the local Alderman.
- 8. Licensee shall regularly attend CAPS Beat meetings and agrees to meet with local Alderman, City agencies and community groups at their request to identify, address and resolve all complaints accurately identified and ascribed to Licensee's business operations.
- 9. Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the Premises.
- Licensee agrees that all servers of alcoholic beverages shall undergo and be certified in alcohol-server training via a BASSET or TIPS program.
- 11. The Licensee shall inform the local Alderman's office if and when the Licensee elects to sell its business and shall make reasonable efforts for the proposed purchaser to meet with the Alderman prior to finalization of any formal sale of the business.
- 12. BACP/LLCC reserves the right to require an amendment to this Plan of Operation should the licensee apply for additional licenses at the premises. Licensee shall negotiate proposed amended terms in good faith to address any concerns with new license(s) sought.
- 13. Licensee's business premises includes an outdoor rooftop deck The Licensee agrees that the Licensee shall operate the outdoor rooftop deck in accordance with Chapters 4-60-140(g) and 4-60-050(c) of the City of Chicago Municipal Code concerning the prohibition of any live or recorded music being played or performed in any outdoor patio. Licensee agrees to take reasonable noise abatement measures to prevent any live or recorded music, being played inside the premises, from directly emanating into the open-air space of the premises.
- 14. Licensee shall limit the use of the rooftop Outdoor Patio from March 10th through October 31<sup>st</sup> each year.
- 15. Licensee shall close the rooftop Outdoor Patio at 10:00 p.m. on Sundays through Thursdays, and shall not seat any customers on the rooftop Outdoor Patio less than one hour prior to its normal 10:00 p.m. closing time on Sundays –Thursdays. Licensee shall close the rooftop Outdoor Patio shall close at 11:00 p.m. on Fridays and Saturdays, and Licensee shall not seat any customers on the rooftop space less than one hour prior to



its normal 11:00 p.m. closing time on Fridays and Saturdays.

- 16. The rooftop Outdoor Patio shall have a seating and occupancy capacity limited to 190 individuals.
- 17. Licensee shall not permit smoking on the rooftop patio at any time, or in the alleys adjacent to the Property under its control.

The conditions of the licenses issued pursuant to this Plan of Operation are legally binding and may be enforced by the City of Chicago enforcement authorities under MCC Sections 4-60-040(h) and 4-156-311(d)3(A). All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the Licensee. Violation of the above stated conditions may also result in the issuance of Cease and Desist Orders prohibiting the activity which violates the conditions of the licenses.

The conditions of the licenses issued pursuant to this Plan of Operation shall apply to the business address and Licenses and to all officers, managers, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing the stock or membership units of the licensed entity does not void the conditions of the license. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this Plan of Operation.

It shall be the duty of every person conducting, engaging in, maintaining, operating, carrying on or managing the above mentioned business entity to post this liquor license plan of operation next to the business licenses in a conspicuous place at the business address.



Licensee:

1913 Northco, LLC

Premises:

1913-1917 W. North Avenue

Chicago, IL 60622

Clay Hamilton

1913 Northco, LLC

**Managing Member** 

**Shannon Trotter** 

**Local Liquor Control Commissioner** 

City of Chicago

Department of Business Affairs and Consumer Protection

Signed this Day of 14th June 2019